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NOTES OF CASES.

Accident Insurance—Expiration of Policy on Holiday.—In *Upton v. Travelers' Ins. Co.*, 178 Pac. 851, the Supreme Court of California held that an accident insurance policy expiring on a holiday does not cover an accident occurring the next day.

The court said in part: "The action was upon a contract to insure the plaintiff against accidents. The policy was issued on April 12, 1912, and bore that date. It contained the provision that 'this policy is issued for a term of six months, beginning at 12 o'clock noon, standard time, on the 12th day of April, 1912, and ending at the same hour, but it may be renewed, subject to all its provisions, from term to term thereafter by payment of the premium in advance.' It was renewed from time to time, the last renewal taking place on April 12, 1914. The accident causing the injury for which plaintiff seeks recovery in this action occurred on October 13, 1914. This was one day after the policy had expired, and consequently the defendant is not liable. The fact that October 12th was a legal holiday does not aid the plaintiff. The policy expired by its terms on the 12th day of October at noon. The accident does not come within the provisions of §§ 10 or 11 of the Civil Code, or the corresponding provisions of the other Codes. Section 10 declares that the time in which any act is provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded. The accident, of course, was not an act provided to be done by any law, or by the policy. Therefore this section has no application. Section 11 provides that whenever any act of a secular nature is appointed by law or contract to be performed upon a particular day, which falls upon a holiday, it may be performed upon the next business day with the same effect as if it had been performed upon the day appointed. The policy did not appoint the accident as an act to be performed at any time, or at all; consequently that act does not fall within this section.

Breach of Promise of Marriage—Statute of Limitations.—In *Crosset v. Brackett*, 105 Atl. 5, the Supreme Court of New Hampshire affirmed the judgment of the lower court in favor of the plaintiff upon the following facts: Soon after making a contract to marry in 1898, the parties began to live together as man and wife and continued the relation until 1917, when the woman brought an action for breach of promise of marriage.

The court said: "The defendant's contentions are largely based upon a misconception of the nature of the contract to marry and